

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

08-27-1998

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



100806971

8/12/98

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒

New

☐

Resubmission (Non-Recordation)

Document ID #

☐

Correction of PTO Error

Reel #

Frame #

☐

Corrective Document

Reel #

Frame #

Conveyance Type

☐

Assignment

☐

License

☒

Security Agreement

☐

Nunc Pro Tunc Assignment

☐

Merger

Effective Date  
Month Day Year

☐

Change of Name

☐

Other

Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Axia Incorporated

07221998

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☒

Corporation

☐

Association

☐

Other

☒

Citizenship/State of Incorporation/Organization

Delaware

Receiving Party

☐

Mark if additional names of receiving parties attached

Name Paribas

DBA/AKA/TA

Composed of

Address (line 1)

1200 Smith Street

Address (line 2)

Suite 3100

Address (line 3)

Houston

City

TX

State/Country

77002

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☐

Corporation

☐

Association

☒

Other

Banking organization

☒

Citizenship/State of Incorporation/Organization

France

FOR OFFICE USE ONLY

08/24/1998 BNGUYEN 00000196 951616

01 FC:481  
02 FC:482

40.00 DP  
200.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)** ☐ Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="951616"/>	<input type="text" value="1019669"/>	<input type="text" value="1709731"/>
<input type="text" value="1166087"/>	<input type="text" value="930389"/>	<input type="text" value="1775732"/>
<input type="text" value="551539"/>	<input type="text" value="1667976"/>	<input type="text" value="1373789"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

George M. Borababy  
Name of Person Signing

  
Signature

8/10/98  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Axia Finance Corp.

07221998

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)



## **TRADEMARK COLLATERAL SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made as of the 22nd day of July, 1998, by and between **AXIA INCORPORATED**, a Delaware corporation ("Axia Inc.") having a mailing address at 100 W. 22nd Street, Suite 134, Lombard, Illinois 60148 and **AXIA FINANCE CORP.**, a Delaware corporation ("Axia Finance") having a mailing address at Eight Greenway Plaza, Suite 702, Houston, Texas 77046, jointly and severally, and **PARIBAS**, a bank organized under the laws of France acting through its Houston, Texas agency, as Agent for the Lenders having a mailing address at 1200 Smith Street, Suite 3100, Houston, Texas 77002 or at such other place as the Agent shall designate in writing to the Company ("Agent"). Axia Finance and Axia Inc., together with Axia Inc. following the Company Merger (as defined in the Credit Agreement defined below) as the surviving entity of the Company Merger at times are hereinafter referred, individually and collectively, as "Borrower".

### **BACKGROUND**

Agent has entered into a Credit Agreement with Borrower, dated as of July 22, 1998 (the "Credit Agreement"), which provides for certain credit accommodations from Lenders to Borrower. In order to induce Lenders to provide the credit accommodations set forth in the Credit Agreement, Borrower agreed to execute and deliver to Agent, for the benefit of Lenders, this Trademark Collateral Security Agreement ("Security Agreement"). This Security Agreement, covering Trademarks (as hereinafter defined), is being executed in connection with the Credit Agreement under which Agent, for the benefit of Lenders, is granted a lien on and security interest in the Trademarks, whereby Agent shall have the right to foreclose, subject to grace periods set forth therein, on the Trademarks in the event of the occurrence and continuance of a default hereunder or an Event of Default under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises, Borrower and Agent hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the States of Texas.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Excluded Property" means property encumbered by a Lien existing on the date of this Agreement which is listed on Schedule 8.04(a) of the Credit Agreement, but only if the

security agreement which created such Lien provides that the granting of any additional Lien on such property constitutes a default under such security agreement.

“Licenses” shall mean the trademark license agreements of Borrower designated on Schedule I hereto, as any of the same may from time to time be amended or supplemented.

“Proceeds” shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Security Agreement” shall mean this Trademark Collateral Security Agreement, as the same may from time to time be amended or supplemented.

“Trademarks” shall mean the U.S. registered trademarks and pending applications referenced to in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Borrower.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Borrower hereby grants and conveys to Agent, for the benefit of Lenders, a security interest in and to the following property, but excluding the Excluded Property: (a) the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the goodwill of the business to which each of the Trademarks relates and (b) all of Borrower’s right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all accounts, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in

connection with any such License, and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereinafter collectively called the "Collateral."

3. Representations and Warranties. Borrower covenants and warrants that as of the date of this Security Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable except where a lack of subsistence or invalidity would not cause a Material Adverse Effect;

(b) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons expressly relating to such Trademarks), except for (a) the Licenses referred to in Schedule I attached hereto, (b) Permitted Liens, and (c) liens, charges and encumbrances not causing a Material Adverse Effect;

(c) Borrower has the corporate power and authority to enter into this Security Agreement and perform its terms;

(d) To the extent necessary to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Borrower has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks except where such a lack of notice would not cause a Material Adverse Effect; and

(e) To the extent necessary to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Borrower has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks except where such an inconsistency would not cause a Material Adverse Effect.

4. Covenants. Borrower covenants and agrees with Agent that from and after the date of this Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Agent, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted

hereby. Borrower also hereby authorizes Agent to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law.

(b) Maintenance of Trademarks. If such action or omission would cause a Material Adverse Effect, Borrower will not do any act, or omit to do any act, that causes the Trademarks or any registration or application appurtenant thereto, to become abandoned, invalidated, unenforceable, avoided, avoidable, or otherwise substantially diminish in value. If the failure to do so would cause a Material Adverse Effect, Borrower shall take reasonable action at its expense, to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule I to the extent necessary to prevent the abandonment, invalidation, unenforceability or avoidance of such licenses.

(c) Indemnification. (A) Borrower assumes all responsibility and liability arising from its use of the Trademarks, and Borrower hereby indemnifies and holds Agent harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Trademarks except a claim, suit, loss, damage or expense from Agent's gross negligence or willful misconduct. (B) In any suit, proceeding or action brought by Agent under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep Agent harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder arising out of a breach of Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against Agent unless attributable to the Agent's gross negligence or willful misconduct.

(d) Limitation of Liens on Collateral. Except for Permitted Liens, Borrower will not create, permit or suffer to exist any lien, security interest, encumbrance, claim or right, in or to the Collateral, and to any of Borrower's rights under the Licenses and to the Proceeds thereof unless such a lien, security interest, encumbrance, claim or right would not cause a Material Adverse Effect.

(e) Limitations on Modifications of Licenses. To the extent necessary to prevent the abandonment, invalidation, unenforceability or avoidance of any License, Borrower will not (i) amend, modify, terminate (other than in accordance with its terms) or waive any provision of any License in any manner, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) unless such amendment, modification, termination or failure to exercise would not cause a Material Adverse Effect.

(f) Limitation on Further Uses of Trademarks. Except of Permitted Liens, Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise

dispose of any of the Collateral, without written consent of Agent, unless such actions would not cause a Material Adverse Effect.

5. Agent's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Security Agreement, upon the occurrence and continuation of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of Borrower, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) Upon the occurrence and continuance of an Event of Default, to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral,

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Borrower might do.



This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Borrower also authorizes Agent to execute, in connection with the sale provided for in paragraph 10(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

6. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower is executing and delivering to Agent, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 5 hereof.

7. Performance by Agent of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Agent incurred in connection with such performance or compliance shall be payable by Borrower to Agent on demand and shall constitute Obligations secured hereby.

8. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Agent, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Agent, in the same form as received by Borrower (duly endorsed by Borrower to Agent, if required); and

(ii) Any and all such payments so received by Agent (whether from Borrower or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Obligations in such order as Agent shall elect. Any balance of such payments held by Agent and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Agent may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Agent to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent with respect to the collection of any of the Obligations and the enforcement of any of Agent's respective rights hereunder.

9. Termination. At such time as Borrower shall completely pay in full all of the Obligations and the Credit Agreement is terminated, this Security Agreement shall terminate and Agent shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to and release any lien on the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Notices. Any notice to Agent shall be deemed to have been duly given when given under the Credit Agreement.

11. No Waiver. No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Cumulative Remedies. All of Agent's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

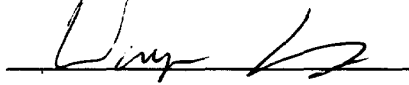
14. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraphs 5 and 7.

15. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties in accordance with the Credit Agreement.

16. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

WITNESS:



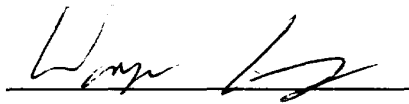
**AXIA INCORPORATED**

By: 

Lyle I. Feye

Vice President - Finance

**AXIA FINANCE CORP.**



By: 

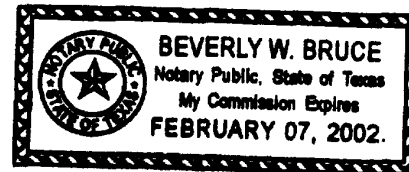
Susan O. Rheney

President and Secretary

STATE OF TEXAS            )  
                                      :    SS.:  
COUNTY OF HARRIS        )

Before me, the undersigned, on this 2nd day of July, 1998, personally appeared Lyle J. Feye, to me known personally, and who being by me duly sworn, deposes and says that he is the Vice President - Finance of **AXIA INCORPORATED**, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Beverly W. Bruce  
Notary Public  
My Commission Expires:



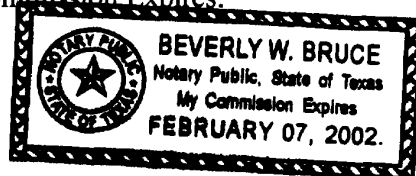
STATE OF TEXAS )

: SS.:

COUNTY OF HARRIS )

Before me, the undersigned, on this 22nd day of July, 1998, personally appeared Susan O. Rheney, to me known personally, and who being by me duly sworn, deposes and says that he is the President and Secretary of **AXIA FINANCE CORP.**, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Beverly W. Bruce  
Notary Public  
My Commission Expires:



Schedule I

None

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF TEXAS                     )  
  : ss.:  
COUNTY OF HARRIS                )

KNOW ALL MEN BY THESE PRESENTS, that **AXIA INCORPORATED**, a corporation formed under the laws of Delaware, with its principal office at 100 W. 22nd Street, Suite 134, Lombard, Illinois 60148 and **AXIA FINANCE CORP.**, a corporation formed under the laws of Delaware, with its principal office at Eight Greenway Plaza, Suite 702, Houston, Texas 77046 (jointly and severally hereinafter called "Borrower"), pursuant to a Trademark Collateral Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes **PARIBAS**, having a mailing address at 1200 Smith Street, Suite 3100, Houston, Texas 77002 (hereinafter called the "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. In accordance with the Security Agreement, assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and including those Trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. In accordance with the Security Agreement, to execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Borrower and Agent and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

AXIA INCORPORATED

By: \_\_\_\_\_

*Lyle J. Feye*  
Lyle J. Feye

Vice President - Finance

AXIA FINANCE CORP.

By: \_\_\_\_\_

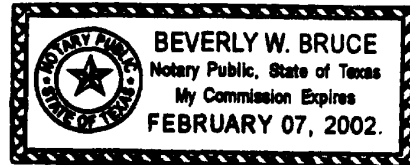
*Susan O. Rheney*  
Susan O. Rheney

President and Secretary

STATE OF TEXAS )  
COUNTY OF HARRIS ) : SS.:

On this 22nd day of July, 1998, before me personally came Lyle J. Feye, to me known, who, being by me duly sworn, did depose and say that he is the Vice President - Finance of AXIA Incorporated, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Beverly W. Bruce  
Notary Public  
My Commission Expires:

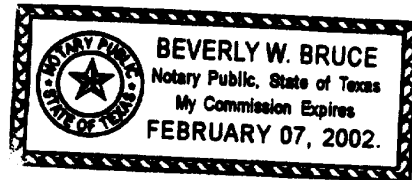




STATE OF TEXAS )  
COUNTY OF HARRIS ) ss.:

On this 22 day of July, 1998, before me personally came Susan O. Rheney, to me known, who, being by me duly sworn, did depose and say that he is the President and Secretary of AXIA Finance Corp., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Beverly W. Bruce  
Notary Public  
My Commission Expires:



AXIA INCORPORATED TRADEMARK COLLATERAL SECURITY AGREEMENT SCHEDULE A

Registration Number/ Application Number	Mark	Registration or Filing Date
951616 72/404983	Nestainer and Design	10/13/91 to be renewed 1/30/2003
1166087 218068	Nestainer and Design	6/4/79 to be renewed 8/25/2001
551539 584806	Fischbein	9/14/49 to be renewed 12/4/2001
1019669 461539	Fischbein	6/28/73 to be renewed 9/2/2005
930389 373834	Nestaway and Design	10/20/70 to be renewed 3/7/2002
1667976 027856	Easyclean	2/12/90 to be renewed 12/10/2001
1709731 74/216445	Easyclean	10/28/91 to be renewed 8/25/2002
1775732 74/220958	Easyclean	10/28/91 to be renewed 6/8/2003
1373789 S.N. 73/538275	AXIA	12/3/85 5/17/85

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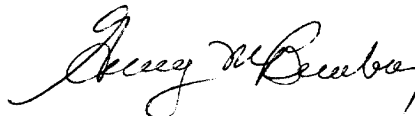
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Please send all correspondence in this matter, including the return of the recorded Agreement, to the undersigned at:

George M. Borababy, Esq.  
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Respectfully submitted,

  
George M. Borababy

Enclosure

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